

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov>

I.1.1 FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

Clause No.	Clause Title	Date
52.202-1	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions On Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2003)
52.204-2	Security Requirements	(AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.211-5	Material Requirements	(AUG 2000)
52.212-4	Contract Terms and Conditions Commercial Items	(FEB 2002)
52.214-34	Submission of Offers in the English Language	(APR 1991)
52.214-35	Submission of Offers in U.S. Currency	(Apr 1991)
52.215-2	Audit and Records – Negotiations	(JUN 1999)
52.215-8	Order of Precedence—Uniform Contract Format	(OCT 1997)
52.215-14	Integrity of Unit Prices	(OCT 1997)

52.217-9	Option to Extend the Term of the Contract	(MAR 2000)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14	Limitations on Subcontracts	(DEC 1996)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-3	Convict Labor	(JUN 2003)
52.222-19	Child Labor Cooperation with Authorities and Remedies	(SEP 2002)
52.222-20	Walsh-Healy Public Contracts Act	(DEC 1996)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-29	Notification of Visa Denial	(JUN 2003)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era And other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era and other Eligible Veterans	(DEC 2001)
52.223-5	Pollution Prevention and Right-to-Know Information	(APR 1998)
52.223-6	Drug Free Workplace	(MAY 2001)
52.223-10	Waste Reduction Program	(AUG 2000)
52.223-14	Toxic Chemical Release Reporting	(JUN 2003)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-13	Restrictions of Certain Foreign Purchases	(JUN 2003)
52.225-14	Inconsistency Between English Version and Translation of Contract	(FEB 2000)
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises	(JUN 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.227-3	Patent Indemnity	(APR 1984)
52.227-14	Rights in Data - General	(JUN 1987)
52.227-19	Commercial Computer Software-Restricted Rights	(JUN 1987)
52.228-5	Insurance – Work on Government Installation	(JAN 1997)
52.229-3	Federal, State, and Local Taxes	(JUN 2003)
52.229-5	Taxes – Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)

52.229-6	Taxes – Foreign Fixed Price Contracts	(JAN 1991)
52.232-1	Payments	(APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts	(DEC 2002)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-18	Availability of Funds	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25	Prompt Payment	(FEB 2002)
52.232-34	Payments by Electronic Funds Transfer-Other than Central Contractor Registration	(MAY 1999)
52.233-1	Disputes	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.237-2	Protection of Government Buildings, Equipment and Vegetation	(APR 1984)
52.237-3	Continuity of Services	(JAN 1991)
52.239-1	Privacy or Security Safeguards	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes-Fixed Price Alternate II	(AUG 1987)
52.243-3	Changes-Time and Materials or Labor-Hours	(SEP 2000)
52.244-2	Subcontracts	(AUG 1998)
52.244-6	Subcontracts for Commercial Items	(APR 2003)
52.245-1	Property Records	(APR 1984)
52.245-2	Government Property (Fixed Price Contracts)	(DEC 1989)
52.245-5	Government Property (Cost Reimbursement, Time and Materials or Labor Hour Contracts)	(JAN 1986)
52.245-19	Government Property Furnished “As-Is”	(APR 1984)
52.246-18	Warranty of Supplies of a Complex Nature	(MAY 2001)
52.246-19	Warranty of Systems and Equipment under Performance Specifications Or Design Criteria	(MAY 2001)
52.246-20	Warranty of Services	(MAY 2001)
52.246-23	Limitation of Liability	(FEB 1997)
52.246-25	Limitation of Liability – Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price)	(SEP 1996)
52.249-8	Default (Fixed Price Supply and Service)	(APR 1984)

52.249-14	Excusable Delays	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

I.1.2 General Services Administration Acquisition Regulation (GSAM) (48 CFR Chapter 5) Clauses. <http://www.arnet.gov.GSAM/gsam.html>

552.203-71	Restriction of Advertising	(SEP 1999)
552.215-70	Examination of Records by GSA	(FEB 1996)
552.228-70	Workman's Compensation Laws	(SEP 1999)
552.232-23	Assignment of Claims	(SEP 1999)
552.233-70	Protests Filed Directly with the General Services Administration	(MAR 2000)
552.246-17	Warranty of Supplies of a Noncomplex Nature (Deviation FAR 52.246-17)	(DEC 1990)

I.2 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.3 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration including options thereof.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimated only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided,

that the Contractor shall not be required to make any deliveries under this contract after the date specified in the Task/Delivery Order.

(End of Clause)

I.5 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor upon expiration of this contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 7 years and 6 months.

(End of Clause)

I.6 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the GSA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

I.7 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions. As used in this clause-
"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I.7.1 52.252-6 Authorized Deviations in Clauses (APR 1984).

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.8 552.217-71 Notice Regarding Option(s) (NOV 1992) (GSAM)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of Clause)

I.9 552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA

before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

- (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (2) To the requirements of 52.219-14, Limitations on Subcontracting.

(End of Clause)

I.10 552.232-70 Invoice Requirements (SEP 1999)(GSAM)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment Clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

- (1) Name of the business concern and invoice date.
- (2) Contract Number, ITI Project Number, and Title
- (3) Delivery order number
- (4) Item number, national stock number (NSN) or other product identification number, description, price, and quantity of property or services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
The "remit to" address must correspond to the remittance address in the Contract.

- (7) Information necessary to enable the Government to make payment by wire transfer

(End of Clause)

I.11 552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000)

(a) Definitions.

“Governmentwide commercial purchase card” means a uniquely numbered credit card issued by a contractor under GSA’s Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

“Oral order” means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments for orders oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)